

## **C1.3 CONTRACT DATA**

## INDEPENDENT DEVELOPMENT TRUST

Piling for the Construction of Toli SSS : 4 x Double Storey Classroom + HOD , 4 Double Storey Classroom Block, 4 x Double Storey Classroom Block , Multi Purpose Centre, Science Lab , Computer Lab , 2x Marine Classrooms.

### C1.3 Contract Data for BID NO: DOEEC/14/2021-PILING

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312014;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

#### The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause	Additions, deletions and alterations
1.1	<p>Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:</p> <p><b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p><b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p><b>CONSTRUCTION PERIOD</b> means the period commencing on the date of site hand over and ending on the date of practical completion.</p> <p><b>CONTRACT DOCUMENTS</b> means the Agreement and all documents referenced therein.</p> <p><b>CONTRACT DRAWINGS</b> means the drawings listed in the Scope of Work.</p> <p><b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.</p> <p><b>SCHEDULE</b> means the variables listed in the Contract Data.</p> <p><b>CORRUPT PRACTICE</b> means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p><b>FRAUDULENT PRACTICE</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p><b>INTEREST</b> means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> <p><b>SECURITY</b> means the form of security provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expense or loss.</p>
1.6	<p>Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:</p> <p>Delete sub-clause 1.6.4</p>
3.5	<p>Delete sub-clause 3.5</p>

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3.6 Delete sub-clause 3.6.

3.7 Add to the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement and Preliminaries** applicable to this contract on the site, to which the **employer, principal agent and agents** shall have access at all times.

3.9 Delete sub-clause 3.9

3.10 Replace the second reference to "**principal agent**" with the word "**employer**".

4.3 No clause

5.1.2 Under clause 41 – include reference 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

10.5 Add the following as 10.5:

**Damage to the works**

(a) Without any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall

bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by

The **employer** that is the result of the expected risks as set out in 10.6.

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Add the following as 10.6:

**Injury to Persons or loss of or damage to Properties**

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries

to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immoveable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.
- (c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.7 Add the following as 10.7:

#### **HIGH RISK INSURANCE**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

##### **10.7.1 Damage to the works**

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and hold harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary.

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, replace and/or repair the **works**, at the **contractor's** own costs.

##### **10.7.2 Injury to persons or loss of or damage to property**

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property

or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.

- 10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works** submit to the **employer** proof of such insurance policy, if requested to do so.
- 10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the **contractor's** default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered on indivisible whole.
- 15.1.4 Add 15.1.4 as follows:
- An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of date of acceptance of the tender.
- 15.2.1 Under 41: Amend to read as follows:
- Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1
- 20.1.3 No clause.
- 21 Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:
- The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.
- 29 Clause 29.0 is amended by: -
- i) The addition of the following clauses: -
- Clause 29.9  
"Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed."
- ii) Clause 29.10 – Acceleration
- Clause 29.10.1  
Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.
- Clause 29.10.2  
Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.
- Clause 29.10.3  
The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.
- 30.1 Replace reference to 36.3 at end of sentence with 36.0

- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "... due to no fault of the **contractor**."  
32.5.4  
32.5.7
- 32.12 Delete sub-clause
- 34.2 Add # next to 34.2
- 34.13 Replace "seven (7) **calendar days**" with "thirty-one (31) **calendar days**" and delete the words "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
- 36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
- 36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.
- 36.1.4 The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.
- 36.3 Replace "**principal agent**" with "**employer**".
- 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)".  
38.5.4
- 39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such a report."
- 1.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for  
(41.1.3) **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)
- 10.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that the  
10.2 provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the **state**.  
10.4  
(41.0)
- 11.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of clause  
(41.0) 11.1 of the non-**state** clause will apply to the **state**.
- 12.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of clause  
(41.0) 12.1 of the non-**state** clause will apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2 Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State  
(41.0) Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall ....."
- 31.11.1 Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the  
31.11.2 provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.  
(41.0)
- 36.7 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:  
37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer**  
39.5 or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction,  
(41.0) discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

- 40.2.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and  
 40.2.2 40.6 and replace with the following:  
 40.3  
 40.4  
 40.5  
 40.6  
 (41.0)
- 40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.
- 40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.
- 40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
- 40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

**The additions to the JBCC Principal Agreement are:**

Clause	Additions	
A1	<b>A1.0</b>	<b>Labour intensive component of the works</b>
	<b>A1.1</b>	<b>Payment of labor-intensive component of the works.</b> Payment for works identified in the Scope of Work as being labor-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
	<b>A1.2</b>	<b>Applicable labour laws</b> The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° 35310 04 May 2012, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
	<b>1</b>	<b>Introduction</b>
	1.1	This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
	1.2	In this document – (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed (i) “time-rated worker” means a worker paid on the basis of the length of time worked.
	<b>2</b>	<b>Terms of Work</b>
	2.1	Workers are employed on a temporary basis or contract basis.
	<b>3</b>	<b>Normal Hours of Work</b>
	3.1	An employer may not set tasks or hours of work that require a worker to work– (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day.
	3.2	An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
	<b>4</b>	<b>Meal Breaks</b>
	4.1	A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
	4.2	An employer and worker may agree on longer meal breaks.
	4.3	A worker may not work during a meal break. However, an employer may require a worker to



		perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
	4.4	A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.
	<b>5</b>	<b>Special Conditions for Security Guards</b>
	5.1	A security guard may work up to 55 hours per week and up to eleven hours per day.
	5.2	A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.
	<b>6</b>	<b>Daily Rest Period</b>
		Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.
	<b>7</b>	<b>Weekly Rest Period</b>
		Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").
	<b>8</b>	<b>Sick Leave</b>
	8.1	Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
	8.2	A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
	8.3	A worker may accumulate a maximum of twelve days' sick leave in a year.
	8.4	Accumulated sick-leave may not be transferred from one contract to another contract.
	8.5	An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
	8.6	An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
	8.7	An employer must pay a worker sick pay on the worker's usual payday.
	8.8	Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
		(a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period.
	8.9	A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
	8.10	A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.
	<b>9</b>	<b>Maternity Leave</b>
	9.1	A worker may take up to four consecutive months' unpaid maternity leave.
	9.2	A worker is not entitled to any payment or employment-related benefits during maternity leave.
	9.3	A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
	9.4	A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

	9.5	A worker may begin maternity leave –
		<ul style="list-style-type: none"> <li>(a) four weeks before the expected date of birth; or</li> <li>(b) on an earlier date – <ul style="list-style-type: none"> <li>(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</li> <li>(ii) if agreed to between employer and worker; or</li> </ul> </li> <li>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</li> </ul>
	9.6	A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
	<b>10</b>	<b>Family responsibility leave</b>
	10.1	Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
		<ul style="list-style-type: none"> <li>(a) when the employee's child is born;</li> <li>(b) when the employee's child is sick;</li> <li>(c) in the event of a death of – <ul style="list-style-type: none"> <li>(i) the employee's spouse or life partner;</li> <li>(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.</li> </ul> </li> </ul>
	<b>11</b>	<b>Statement of Conditions</b>
	11.1	<p>An employer must give a worker a statement containing the following details at the start of employment –</p> <ul style="list-style-type: none"> <li>(a) the employer's name and address and the name of the SPWP;</li> <li>(b) the tasks or job that the worker is to perform; and</li> <li>(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;</li> <li>(d) the worker's rate of pay and how this is to be calculated;</li> <li>(e) the training that the worker will receive during the SPWP.</li> </ul>
	11.2	An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
	11.3	An employer must supply each worker with a copy of these conditions of employment.
	<b>12</b>	<b>Keeping records</b>
	12.1	Every employer must keep a written record of at least the following –
		<ul style="list-style-type: none"> <li>(a) the worker's name and position;</li> <li>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</li> <li>(c) in the case of a time-rated worker, the time worked by the worker;</li> <li>(d) payments made to each worker.</li> </ul>
	12.2	The employer must keep this record for a period of at least three years after the completion of the SPWP.
	<b>13</b>	<b>Payment</b>
	13.1	An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
	13.2	A worker may not be paid less than the minimum wage rate of R95 per day or per task. This

		will be adjusted annually on the 1 <sup>st</sup> of November in line with inflation (available CPI as provided by Stats SA six (6) weeks before implementation)
	13.3	A task-rated worker will only be paid for tasks that have been completed.
	13.4	An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
	13.5	A time-rated worker will be paid at the end of each month.
	13.6	Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
	13.7	Payment in cash or by cheque must take place –
		(a) at the workplace or at a place agreed to by the worker;
		(b) during the worker's working hours or within fifteen minutes of the start or finish of work;
		(c) in a sealed envelope which becomes the property of the worker.
	13.8	An employer must give a worker the following information in writing –
		(a) the period for which payment is made;
		(b) the numbers of tasks completed or hours worked;
		(c) the worker's earnings;
		(d) any money deducted from the payment;
		(e) the actual amount paid to the worker.
	13.9	If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
	13.10	If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
	<b>14</b>	<b>Deductions</b>
	14.1	An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
	14.2	An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
	14.3	An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
	14.4	An employer may not require or allow a worker to –
		(a) repay any payment except an overpayment previously made by the employer by mistake;
		(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
		(c) pay the employer or any other person for having been employed.
	<b>15</b>	<b>Health and Safety</b>
	15.1	Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
	15.2	A worker must –
		(a) work in a way that does not endanger his/her health and safety or that of any other person;
		(b) obey any health and safety instruction;
		(c) obey all health and safety rules of the SPWP;

		<p>(d) use any personal protective equipment or clothing issued by the employer;</p> <p>(e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.</p>
	<b>16</b>	<b>Compensation for Injuries and Diseases</b>
	16.1	It is the responsibility of the employers (other than a contractor) to arrange for all persons employed to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
	16.2	A worker must report any work-related injury or occupational disease to their employer or manager.
	16.3	The employer must report the accident or disease to the Compensation Commissioner.
	16.4	An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.
	<b>17</b>	<b>Termination</b>
	17.1	The employer may terminate the employment of a worker for good cause after following a fair procedure.
	17.2	A worker will not receive severance pay on termination.
	17.3	A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
	17.4	A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
	17.5	A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
	<b>18</b>	<b>Certificate of Service</b>
	18.1	On termination of employment, a worker is entitled to a certificate stating-
		<p>(a) the worker's full name;</p> <p>(b) the name and address of the employer;</p> <p>(c)</p> <p>(d) the work performed by the worker;</p> <p>(e) any training received by the worker as part of the SPWP;</p> <p>(f) the period for which the worker worked on the SPWP;</p> <p>(g) any other information agreed on by the employer and worker.</p>
<b>A2</b>	<b>A2.0</b>	<b>Mandatory Sub-Contracting (Only for projects above R 30 Million)</b>
<b>A3</b>		
<b>A4</b>	<b>A4.0</b>	<b>Attendance to Domestic Sub-Contractors in terms of clauses A2 above</b>
	<b>A4.1</b>	The attendance of to the Domestic Sub-Contractor appointed in terms of clauses A2 above shall be priced under the relevant specific preliminaries item in the Preliminaries Section of the Bills of Quantities.
<b>A6</b>	<b>A6.0</b>	<b>Expanded Public Works Programme</b>

	<b>A6.1</b>	The Contractor will be required to employ staff which satisfies the EPWP requirements as per the Guidelines for the implementation of labor-intensive infrastructure projects.
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## Part 1: Contract Data Completed by the Employer

Clause	Item and data
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- |     |   |
|-----|---|
| 1.2 | <p>The Employer is THE INDEPENDENT DEVELOPMENT TRUST</p> <p>The address of the Employer is: Palm Square Business Centre , Bonza Bay Road , Beacon Bay</p> <p>Telephone: 043 – 711 6000</p> <p>Facsimile:</p> <p>Address (physical): Palm Square Business Centre , Bonza Bay Road , Beacon Bay</p> |
| 5.1 | <p>The Principal Agent is IDC Architects</p> <p>Telephone: 0437430522</p> <p>Fax:0437430534</p> <p>Address (physical):</p> <p>Office no 7</p> <p>Novate House</p> <p>St Helena Road</p> <p>Triple point</p> <p>Beacon Bay</p>   |
| 5.2 | <p>Agent (1) is Imvelo Quantity Surveyors</p> <p>Agent's service: Quantity Surveying Services</p> <p>Telephone: 0397274737</p> <p>Fax: 0397274739</p> <p>Address (physical):</p> <p>58 Barker Street</p> <p>Kokstad</p> <p>4700</p>   |
| 5.3 | <p>Agent (2) is IDC ARCHITECTS</p> <p>Agent's service: Architecture</p> <p>Telephone: 0437430534</p> <p>Fax: 0437430534</p> <p>Address (Physical): office no 7 Novate House , St Helena, Triple Point , Beacon Bay</p>  |

5.4 Agent (3) is: Carifro Consulting Engineers  
Agent's service: Electrical Engineering & Mechanical  
Telephone: 0437438266  
Email: [jabu@carifro.com](mailto:jabu@carifro.com)

5.5 Agent (4) is: Saunders & Wium Engineers cc  
Agent's service: Civil and Structural Works  
Telephone: 0437211517  
FAX: 0866059248  
Address (physical): 68 Frere Road , Vincent , 5247

- 1.1 **The Works comprises** Piling for the Construction of Toli SSS : 4 x Double Storey Classroom + HOD , 4 Double Storey Classroom Block, 4 x Double Storey Classroom Block , Multi Purpose Centre, Science Lab , Computer Lab , 2x Marine Classrooms.
- 1.1 THE **SITE** IS LOCATED AT TOLI SENIOR SECONDARY SCHOOL IN JAMBINI VILLAGE, LUSIKISIKI, EASTERN CAPE
- 1.1 The **Works** or installations to be undertaken by **direct contractors** comprises  
22.2
- Platforms and Bulk Earthworks
- 41.0 The Employer is an organ of **State**  
31.11.2  
11.2
- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
  - Lateral support insurance is to be effected by the **contractor**
  - Payment will be made for materials and goods
  - Extended **defects** liability period will apply to the following elements:  
NOT APPLICABLE
- 31.4.2  
26.1.2
- 15.2.1 Possession of the **site** is to be given on the date in the schedule providing the **employer** with **construction guarantees** in accordance with the provisions of 14.0.
- 15.3 The period for the commencement of the **works** after the **contractor** takes possession of the site is ten (10) **working days**.
- For the **works** as a whole:  
The date for **practical completion** is 03 months after contractual commencement date  
The **penalty** per **calendar day** is R 0.11 per R100 of the contract value
- 1.2 The law applicable to the agreement shall be that of the Republic of South Africa.
- 10.1; 10.2 Contract insurance is to be effected by the **contractor**.  
and 12.1
- 10.1 Contract works insurance is to be effected by the **contractor** for a sum not less than the  
10.2 **contract sum plus 20%** with a deductible in an amount that the **contractor** deems  
12.1 appropriate.
- 10.1 Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for  
10.2 Special Risks issued by the South African Special Risk Insurance Association.  
12.1
- 11.1, 12.1 Public liability insurance to be effected by the **contractor** for an amount of **R10,000,000.00** with a deductible in an amount as determined by the contractor's insurance company.
- 11.2, 12.1 Support insurance to be effected by the **contractor** for the sum of **NOT APPLICABLE** with a deductible in an amount that the **contractor** deems appropriate.
- 3.3, 15.1.3, A waiver of the **contractor's** lien or right of continuing possession is not required.  
31.16.2
- 3.7 Three copies of the construction documents are to be supplied to the **contractor** free of charge.
- 3.4 JBCC Engineering General Conditions are not to be included in the contract document.
- 31.5.3 The contract value is to be adjusted using CPAP indices. (No). The base month for the application of CPAP is not applicable.



- 31.3 There is no latest day of the month for the issue of an interim payment certificate.
- 14.5 The employer will not provide advanced payments against an advanced payment guarantee.
- 14.2 and 14.4 The **construction guarantee** is to be a fixed guarantee in an amount of 10% of the contract sum and payment reduction
- 40.0 Dispute resolution shall be by adjudication  
~~or~~  
~~Dispute determinations shall be by arbitration~~

## Part 2: Contract Data completed by the Contractor

### Clause Item and data

- 1.2 The name of the Contractor is. ....
- The address of the contractor is:
- Telephone: .....
- Facsimile: .....
- Address (physical): .....  
 .....  
 .....
- Address (postal): .....  
 .....  
 .....

## **C1.4: CONSTRUCTION GUARANTEE**

## INDEPENDENT DEVELOPMENT TRUST

Piling for the Construction of Toli SSS : 4 x Double Storey Classroom + HOD , 4 Double Storey Classroom Block, 4 x Double Storey Classroom Block , Multi Purpose Centre, Science Lab , Computer Lab , 2x Marine Classrooms.

### C1.4 Construction Guarantee

#### GUARANTOR DETAILS AND DEFINITIONS

Guarantor means .....

...

Physical address .....

...

.....

...

Guarantor's signatory 1 ..... Capacity .....

...

Guarantor's signatory 1 ..... Capacity .....

...

Employer means **The Independent Development Trust**

Contractor means .....

Agent means : IDC Architects

Piling for the Construction of Toli SSS : 4 x Double Storey Classroom + HOD , 4 Double Storey Classroom Block, 4 x Double Storey Classroom Block , Multi Purpose Centre, Science Lab , Computer Lab , 2x Marine Classrooms.

Site means : The designated site to be shown to the contractor is at Jambini Village in Lusikisiki, Eastern Cape Province

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Agreement means **the JBCC Series 2000 Principal Agreement Edition 4.1 Code 2101 March 2005**

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R .....

Amount in words .....

(Rand)

Guaranteed Sum means the maximum aggregate amount of R .....

...

Amount in words .....

(Rand)

**1** The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

<b>GUARANTOR'S LIABILITY</b>	<b>PERIOD OF LIABILITY</b>
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: ..... ..... (Rands) (R .....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

**2** The Guarantor hereby acknowledges that:

**2.1** Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

**2.2** Its obligation under this Guarantee is restricted to the payment of money.

**3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

**3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

**3.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

**3.3** A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ..... Date .....  
...

Guarantor's  
Signatory 1 ..... Guarantor's  
Signatory 2 .....

Identity number ..... Identity number .....

Witness 1 ..... Witness 2 .....

Guarantor's seal or stamp

## **C1.5: ADJUDICATORS APPOINTMENT**

## INDEPENDENT DEVELOPMENT TRUST

Piling for the Construction of Toli SSS : 4 x Double Storey Classroom + HOD , 4 Double Storey Classroom Block, 4 x Double Storey Classroom Block , Multi Purpose Centre , Dining and Nutrition , Administration Block , Science Lab , Computer Lab , 2x Marine Classrooms , Guard House , Refuse Area , Staff & Student Ablutions and External Works.

## ADJUDICATOR'S AGREEMENT

This agreement is made on the ..... day of ..... between:

..... (name of company / organisation)

of .....

..... (address)

and

..... (name of company / organisation)

of .....

..... (address)

(the Parties) and

..... (name)

of .....

..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated .....

... and known as. ....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules..
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

**BID No: DOEEC/14/2021-Piling**



SIGNED by: _____ Name: _____ ID: _____ who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of _____	SIGNED by: _____ Name: _____ ID: _____ who warrants that he / she is duly authorized to sign for and behalf of the second Party in the presence of _____	SIGNED by: _____ Name: _____ ID: _____ the Adjudicator in the presence of _____
Witness Name: _____ Address: _____	Witness: Name: _____ Address: _____	Witness: Name: _____ Address: _____
Date: _____	Date: _____	Date: _____

#### Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 31 days after receipt of invoice,

\* Delete as necessary

## **C1.6: IDT Beneficiary Reconciliation Form**

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# **PART C2: PRICING DATA**

## **C2.1 Pricing Instructions**

## INDEPENDENT DEVELOPMENT TRUST

Piling for the Construction of Toli SSS : 4 x Double Storey Classroom + HOD , 4 Double Storey Classroom Block, 4 x Double Storey Classroom Block , Multi Purpose Centre, Science Lab , Computer Lab , 2x Marine Classrooms.

### C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
  - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
  - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.

7	Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
8	The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
9	Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
10	An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
11	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
12	The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
13	The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
14	The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
15	Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
16	<p>The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:</p> <ul style="list-style-type: none"> <li>a) an amount which is not to be varied, namely Fixed (F)</li> <li>b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and</li> <li>c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).</li> </ul>
17	<p>Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:</p> <ul style="list-style-type: none"> <li>a) 10 percent is Fixed;</li> <li>b) 15 percent if Value Related</li> <li>c) 75 percent is Time Related.</li> </ul>
18	The adjustment of the Preliminary and General Section shall apply notwithstanding the actual

employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

- 19 All work is to be constructed using labor-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 21 The tenderer is to acquaint himself as to the specific requirements of this tender as contained in additional clauses A1 to A6 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements



## **C2.2: Bill of Quantities**

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# **SECTION NO. 1**

# **PRELIMINARIES**

Item	Amount
<p style="text-align: center;"><b><u>SECTION NO. 1</u></b> <b><u>PRELIMINARIES</u></b></p> <p><b><u>SECTION 1</u></b> <b><u>MEANING OF TERMS "TENDER / TENDERER"</u></b></p> <p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder".</p> <p><b><u>PRELIMINARIES</u></b></p> <p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".</p> <p><b><u>PRICING OF PRELIMINARIES</u></b></p> <p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item.</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.</p> <p><b><u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u></b></p> <p><b><u>DEFINITIONS</u></b></p> <p><b><u>A1 DEFINITIONS AND INTERPRETATION</u></b></p> <p>Clause 1.0 Clause 1.1 Definition of "Commencement Date" is added:</p> <p>"COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect.</p> <p>Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:</p> <p>"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule.</p> <p>Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:</p> <p>"CONSTRUCTION PERIOD" means the period commencing on the date that possession of the site is given to the contractor and ending on the date of practical completion.</p> <p>Clause 1.1 Definition of "Corrupt Practice" is added:</p>	
TOTAL CARRIED TO SECTION SUMMARY	<b>R</b>
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Item	Amount
<p>"CORRUPT PRATICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or in the contract execution.</p> <p>Clause 1.1 Definition of "Fraudulent Practice" is added:</p> <p>"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among the tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p>Clause 1.1 Definition of "Interest" is amended by replacing it with the following:</p> <p>"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister Justice, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> <p>Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:</p> <p>"PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule.</p> <p>Clause 1.1 Definition of "Security" is amended by replacing it with the following:</p> <p>"SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss.</p> <p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"</p> <p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p> <p>1 Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>OBJECTIVE AND PREPARATION</u></b></p> <p><b><u>A2 OFFER, ACCEPTANCE AND PERFORMANCE</u></b></p> <p><b><u>Clause 2.0</u></b></p> <p>2 Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>A3 DOCUMENTS</u></b></p> <p><b><u>Clause 3.0</u></b></p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0" Clause 3.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times. Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer".</p> <p style="text-align: right;">TOTAL CARRIED TO SECTION SUMMARY</p> <p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries</p>	<p>Item</p> <p>Item</p> <p>R</p>

Item		Item	Amount
3	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: ..... <b><u>A4 DESIGN RESPONSIBILITY</u></b> <b><u>Clause 4.0</u></b> Clause 4.3 is amended by replacing it with the following: No clause	Item	
4	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: ..... <b><u>A5 EMPLOYERS AGENTS</u></b> <b><u>Clause 5.0</u></b> Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8	Item	
5	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: ..... <b><u>A6 SITE REPRESENTATIVE</u></b> <b><u>Clause 6.0</u></b>	Item	
6	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: ..... <b><u>A7 COMPLIANCE WITH REGULATIONS</u></b> <b><u>Clause 7.0</u></b> Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification	Item	
7	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: ..... <b><u>A8 WORKS RISK</u></b> <b><u>Clause 8.0</u></b>	Item	
8	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: ..... <b><u>A9 INDEMNITIES</u></b> <b><u>Clause 9.0</u></b>	Item	
9	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: ..... <b><u>A10 WORKS INSURANCES</u></b> <b><u>Clause 10.0</u></b> Clause 10.0 is amended by the addition of the following clauses:	Item	
TOTAL CARRIED TO SECTION SUMMARY		R	
Section No. 1			
Bill No. 1			
Preliminaries			

Item	Amount
<p><b><u>10.5 Damage to the Works</u></b></p> <p>(a) Without in any way limiting the contractors obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.</p> <p>(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works.</p> <p>(c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.</p> <p><b><u>10.6 Injury to Persons or loss of or damage to Properties</u></b></p> <p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.</p> <p>(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable.</p> <p>(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor.</p> <p>(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.</p> <p>(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequately insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed.</p> <p>(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works.</p>	
<p style="text-align: right;"><b>TOTAL CARRIED TO SECTION SUMMARY</b></p>	
<p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries</p>	

Item		Amount
	<p><b><u>10.7 High risk insurance</u></b></p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p><b><u>10.7.1 Damage to the works</u></b></p> <p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.</p> <p><b><u>10.7.2 Injury to persons or loss of or damage to property</u></b></p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.</p> <p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so.</p> <p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole .</p>	
10	<p>Fixed: _____ Value related: _____ Time related: _____</p> <p>F: ..... V: ..... T: .....</p>	Item
	<p style="text-align: right;">TOTAL CARRIED TO SECTION SUMMARY</p>	R
	<p>Section No. 1</p>	
	<p>Bill No. 1</p>	
	<p>Preliminaries</p>	

Item		Amount
	<b><u>A11 LIABILITY INSURANCES</u></b>	
	<b><u>Clause 11.0</u></b>	
11	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>A12 EFFECTING INSURANCES</u></b>	
	<b><u>Clause 12.0</u></b>	
12	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>A13. No clause</u></b>	
13	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>A14 SECURITY</u></b>	
	<b><u>Clause 14.0</u></b>	
	Clauses 14.1 - 14.8 are amended by replacing them with the following:	
	14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be as a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).	
	14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A).	
	14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor.	
	14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.	
	14.3 Where security as a cash deposit of ten percent (10%) of the contract sum (excluding VAT) has been selected:	
	14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date.	
	14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor.	
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<p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.</p> <p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.</p> <p>14.4 Where security as a variable construction guarantee of ten percent (10) of the contract sum (excluding VAT) has been selected:</p> <p>14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten percent (10%) of the contract sum (excluding VAT) within twenty one (21) calendar days from commencement date</p> <p>14.4.2. The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.</p> <p>14.4.3 The employer shall return the variable construction guarantee to Contractor with fourteen (14) calendar days of it expiring.</p> <p>14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the Variable Construction Guarantee.</p> <p>14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).</p> <p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of practical completion.</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8 (A) and 34.8.</p> <p>14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both.</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date.</p>	
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	<p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A).</p> <p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both.</p> <p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B).</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor.</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable.</p>	
14	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>EXECUTION</u></b></p> <p><b><u>A15 PREPERATION FOR AND EXECUTION OF THE WORKS</u></b></p> <p><b><u>Clause 15.0</u></b></p> <p>Clause 15.1.1 is amended by replacing it with: No Clause Clause 15.1.2 is amended by replacing it with: The security in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause: 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date.</p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4</p>	Item
15	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>A16 ACCESS TO THE WORKS</u></b></p> <p><b><u>Clause 16.0</u></b></p>	Item
16	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p>	Item
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	<b>A17 CONTRACT INSTRUCTIONS</b>	
	<b>Clause 17.0</b>	
	Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors".	
17	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____	Item
	<b>A18 SETTING OUT OF THE WORKS</b>	
	<b>Clause 18.0</b>	
18	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____	Item
	<b>A19 ASSIGNMENT</b>	
	<b>Clause 19.0</b>	
19	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____	Item
	<b>A20 NOMINATED SUB-CONTRACTORS</b>	
	<b>Clause 20.0</b>	
	Clause 20.1.3 is amended by replacing it with the following: No Clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums.	
20	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____	Item
	<b>A21 SELECTED SUBCONTRACTORS</b>	
	<b>Clause 21.0</b>	
	Clause 21 is amended by replacing it with: No Clause	
21	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____	Item
	<b>A22 EMPLOYER'S DIRECT CONTRACTORS</b>	
	<b>Clause 22.0</b>	
22	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____	Item
	<b>A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS</b>	
	<b>Clause 23.0</b>	
23	Fixed:_____ Value related:_____ Time related:_____ F: _____ V: _____ T: _____	Item
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	<b><u>COMPLETION</u></b>	
	<b><u>A24 PRACTICAL COMPLETION</u></b>	
	<b><u>Clause 24.0</u></b>	
24	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>A25 WORK'S COMPLETION</u></b>	
	<b><u>Clause 25.0</u></b>	
25	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>A26 FINAL COMPLETION</u></b>	
	<b><u>Clause 26.0</u></b>	
	Clause 26.1.2 is amended by inserting # next to 26.1.2	
26	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>A27 LATENT DEFECTS LIABILITY PERIOD</u></b>	
	<b><u>Clause 27.0</u></b>	
27	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>A28 SECTIONAL COMPLETION</u></b>	
	<b><u>Clause 28.0</u></b>	
28	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>A29 REVISION OF DATE FOR PRACTICAL COMPLETION</u></b>	
	<b><u>Clause 29.0</u></b>	
	Clause 29.2.5 is amended by replacing it with: No clause	
29	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>A30 PENALTY FOR NON-COMPLETION</u></b>	
	<b><u>Clause 30.0</u></b>	
30	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>PAYMENT</u></b>	
	<b><u>A31 INTERIM PAYMENT TO THE CONTRACTOR</u></b>	
	<b><u>Clause 31.0</u></b>	
	Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"	
	Clause 31.8 is amended by replacing it with the following two alternative clauses:	
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	<p><b><u>Alternative A</u></b></p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion.</p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion.</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p> <p><b><u>Alternative B</u></b></p> <p>31.8(B) Where security is a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion.</p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion.</p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p> <p>Clause 31.12 is amended by deleting the following:</p> <p>Payment shall be subject to the employer giving the contractor a tax invoice for the amount due.</p> <p>31 Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>A32 ADJUSTMENT TO THE CONTRACT VALUE</u></b></p> <p><b><u>Clause 32.0</u></b></p> <p>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence: "due to no fault of the contractor"</p>	
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32	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: ..... <b><u>A33 RECOVERY OF EXPENSE AND LOSS</u></b> <b><u>Clause 33.0</u></b>	Item	
33	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: ..... <b><u>A34 FINAL ACCOUNT AND FINAL PAYMENT</u></b> <b><u>Clause 34.0</u></b> Clause 34.1 is amended by removing "#" next to 34.1 Clause 34.2 is amended by inserting "#" next to 34.2 Clause 34.8 is amended by deleting the words " where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1" Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due".	Item	
34	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: ..... <b><u>A35 PAYMENT TO OTHER PARTIES</u></b> <b><u>Clause 35.0</u></b>	Item	
35	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: ..... <b><u>CANCELLATION</u></b> <b><u>A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</u></b> <b><u>Clause 36.0</u></b> Clause 36.1 is amended by the addition of the following clauses: 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract. 36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa. Clause 36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer". Clause 36.0 is amended by the addition of the following clause: 36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.	Item	
36	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item	
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	<p><b><u>A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</u></b></p> <p><b><u>Clause 37.0</u></b></p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)".</p> <p>Clause 37.0 is amended by the addition of the following clause: 37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.</p>	
37	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</u></b></p> <p><b><u>Clause 38.0</u></b></p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)" Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.</p>	Item
38	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>A39 CANCELLATION - CESSATION OF THE WORKS</u></b></p> <p><b><u>Clause 39.0</u></b></p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) working days of completion of such a report"</p>	Item
39	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>DISPUTE</u></b></p> <p><b><u>A40 DISPUTE SETTLEMENT</u></b></p> <p><b><u>Clause 40.0</u></b></p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years". Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs.</p>	Item
40	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p>	Item
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	<b><u>SUBSTITUTE PROVISIONS</u></b>	
	<b><u>A41 STATE CLAUSES</u></b>	
	<b><u>Clause 41.0</u></b>	
41	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>CONTRACT VARIABLES</u></b>	
	<b><u>THE SCHEDULE (C1.2 CONTRACT DATA)</u></b>	
	<b><u>A42 PRE-TENDER INFORMATION</u></b>	
	<b><u>Clause 42.0</u></b>	
	Tenderers are referred to the document C1.2 Contract Data for variables pertaining to this contract.	
42	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>SECTION B: JBCC PRELIMINARIES</u></b>	
	<b><u>B1.0 DEFINITIONS AND INTERPRETATION</u></b>	
	<b><u>B1.1 Definitions and interpretation</u></b>	
	See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section.	
43	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B2.0 DOCUMENTS</u></b>	
	<b><u>B2.1 Checking of documents</u></b>	
44	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B2.2 Provisional bills of quantities</u></b>	
45	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B2.3 Availability of construction documentation</u></b>	
46	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B2.4 Interests of agents</u></b>	
47	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B2.5 Priced documents</u></b>	
48	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
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	<b><u>B2.6 Tender submission</u></b>	
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1)".	
49	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B3.0 THE SITE</u></b>	
	<b><u>B3.1 Defined works area</u></b>	
50	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B3.2 Geotechnical investigation</u></b>	
51	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B3.3 Inspection of the site</u></b>	
	Tenderers shall complete the Site Inspection Certificate included in the tender documents and return the same with the tender submission.	
52	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B3.4 Existing premises occupied</u></b>	
53	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B3.5 Previous work - dimensional accuracy</u></b>	
54	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B3.6 Previous work - defects</u></b>	
55	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B3.7 Services - known</u></b>	
56	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B3.8 Services - unknown</u></b>	
57	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B3.9 Protection of trees</u></b>	
58	Fixed:_____ Value related:_____ Time related:_____	Item
	F: ..... V: ..... T: .....	
	<b><u>B3.10 Articles of value</u></b>	
59	Fixed:_____ Value related:_____ Time related:_____	Item
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	<b><u>B3.11 Inspection of adjoining properties</u></b>	
60	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B4.0 MANAGEMENT OF CONTRACT</u></b>	
	<b><u>B4.1 Management of the works</u></b>	
61	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B4.2 Programme for the works</u></b>	
62	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B4.3 Progress meetings</u></b>	
63	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B4.4 Technical meetings</u></b>	
64	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B4.5 Labour and plant records</u></b>	
65	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u></b>	
	<b><u>B5.1 Samples of materials</u></b>	
66	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B5.2 Workmanship samples</u></b>	
67	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B5.3 Shop drawings</u></b>	
68	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B5.4 Compliance with manufacturers instructions</u></b>	
69	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B6.0 TEMPORARY WORKS AND PLANT</u></b>	
	<b><u>B6.1 Deposits and fees</u></b>	
70	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
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	<b><u>B6.2 Enclosure of the works</u></b>	
71	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B6.3 Advertising</u></b>	
72	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B6.4 Plant, equipment, sheds and offices</u></b>	
73	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B6.5 Main notice board</u></b>	
74	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item N/A
	<b><u>B6.6 Subcontractors notice board</u></b>	
75	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item N/A
	<b><u>B7.0 TEMPORARY SERVICES</u></b>	
	<b><u>B7.1 Location</u></b>	
76	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B7.2 Water</u></b>	
77	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B7.3 Electricity</u></b>	
78	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B7.4 Telecommunication facilities</u></b>	
79	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B7.5 Ablution facilities</u></b>	
80	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B8.0 PRIME COST AMOUNTS</u></b>	
	<b><u>B8.1 Responsibility for prime cost amounts</u></b>	
81	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
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	<b><u>9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u></b>	
	<b><u>B9.1 General attendance</u></b>	
82	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B9.2 Special attendance</u></b>	
83	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B9.3 Commissioning - fuel, water and electricity</u></b>	
84	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B10.0 FINANCIAL ASPECTS</u></b>	
	<b><u>B10.1 Statutory taxes, duties and levies</u></b>	
85	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B10.2 Payment for preliminaries</u></b>	
86	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B10.3 Adjustment of preliminaries</u></b>	
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document".	
87	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B10.4 Payment certificate cash flow</u></b>	
88	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B11. GENERAL</u></b>	
	<b><u>B11.1 Protection of the works</u></b>	
89	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B11.2 Protection / isolation of existing / sectionally occupied works</u></b>	
90	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B11.3 Security of the works</u></b>	
91	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
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Item		Amount
	<b><u>B11.4 Notice before covering work</u></b>	
92	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>11.5 Disturbance</u></b>	
93	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B11.6 Environmental disturbance</u></b>	
94	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B11.7 Works cleaning and clearing</u></b>	
95	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B11.8 Vermin</u></b>	
96	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B11.9 Overhand work</u></b>	
97	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B11.10 Instruction manuals and guarantees</u></b>	
98	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B11.11 As built information</u></b>	
99	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B11.12 Tenant installations</u></b>	
100	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....	Item
	<b><u>B12. SCHEDULE OF VARIABLES</u></b>	
	<b><u>B12.1 Pre-tender information</u></b>	
101	Fixed:_____ Value related:_____ Time related:_____ F: ..... V: ..... T: .....  This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries.  Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [ ] brackets.	Item
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<p><b><u>12.1 PRE TENDER INFORMATION</u></b></p> <p><b><u>12.1.1 Provisional Bills of Quantities</u></b></p> <p>[2.2] The quantities are provisional No</p> <p><b><u>12.1.2 Availability of construction documentation</u></b></p> <p>[2.3] Construction of documentation is complete Yes</p> <p><b><u>12.1.3 Interest of agents</u></b></p> <p>[2.4] Details: None</p> <p><b><u>12.1.4 Defined works area</u></b></p> <p>[3.1] Details: None.</p> <p><b><u>12.1.5 Geotechnical investigation</u></b></p> <p>[3.2] Details: The geotechnical investigation is included in The Contract: C3.5 Geotechnical Investigation of these Contract/ Tender Documents.</p> <p><b><u>12.1.6 Existing premises occupied</u></b></p> <p>[3.4] Specific requirements: No.</p> <p><b><u>12.1.7 Previous work - dimensional accuracy</u></b></p> <p>[3.5] Details: No</p> <p><b><u>12.1.8 Previous work - defects</u></b></p> <p>[3.6] Details: No</p> <p><b><u>12.1.9 Services - known</u></b></p> <p>[3.7] Details: Yes. Contractor is to inspect the site and mark up all services that are visible</p> <p><b><u>12.1.10 Protection of trees</u></b></p> <p>[3.9] Specific requirements: No</p> <p><b><u>12.1.11 Inspection of adjoining properties</u></b></p> <p>[3.11] Specific requirements:None</p> <p><b><u>12.1.12 Enclosure of the works</u></b></p> <p>[6.2] Specific requirements: Yes. The Contractor will, throughout the entire period of the works, be responsible for the proper and adequate protection of property and the public and pupils and staff from damage or injury resultant from the works and for the proper security of the site at all times during the course of the works.</p> <p>Further, the Contractor must must allow for all temporary hoardings, fans and walkways, etc. required by the Municipality, Construction Regulations, 2014 issued in terms of the Occupational Health and Safety Act, 1993, any other legal requirement and or demanded by his own requirements. Allowance must further be made for periodic adjustment of any hoardings and for their eventual removal and for making good.</p> <p><b><u>12.1.13 Offices</u></b></p> <p>[6.4.3] Specific requirements: No.</p>	
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<p><b><u>12.1.14 Main notice board</u></b></p> <p>[6.5] Specific requirements: (Not applicable)</p> <p><b><u>12.1.15 Subcontractors' notice board</u></b></p> <p>[6.6] Specific requirements: No</p> <p><b><u>12.1.16 Water</u></b></p> <p>[7.2] Option A (by contractor ) YES Option B (by employer - free of charge) NO Option C (by b employer - metered) NO</p> <p><b><u>12.1.17 Electricity</u></b></p> <p>[7.3] Option A (by contractor ) YES Option B (by employer - free of charge) NO Option C (by b employer - metered) NO</p> <p><b><u>12.1.18 Telecommunications</u></b></p> <p>[7.4] Telephone YES Facsimile YES E-mail NO</p> <p><b><u>12.1.19 Ablution facilities</u></b></p> <p>[7.5] Option A (by contractor) YES Option B (by employer ) NO</p> <p><b><u>12.1.20 Protection of existing/sectionally occupied works</u></b></p> <p>[11.2] Protection is required Yes</p> <p><b><u>12.1.21 Special attendance</u></b></p> <p>[9.2] Subcontractor (1) details: None Subcontractor (2) details: None Subcontractor (3) details: None Subcontractor (4) details: None</p> <p><b><u>12.1.22 Protection of works</u></b></p> <p>[11.1] Specific requirements: None</p> <p><b><u>12.1.23 Disturbance</u></b></p> <p>[11.5] Specific requirements: The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent.</p> <p><b><u>12.1.24 Environmental disturbance</u></b></p> <p>[11.6] Specific requirements: None</p> <p><b><u>12.2 POST-TENDER INFORMATION</u></b></p> <p><b><u>12.2.1 Payment of preliminaries</u></b></p> <p>[10.2] Option A (pro-rated) YES/NO Option B (calculates) YES/NO</p> <p><b><u>12.2.2 Adjustment of preliminaries</u></b></p> <p>(10.3) Option A (three categories) YES/NO Option B (detailed breakdown) YES/NO</p> <p><b><u>12.2.3 Additional agreed preliminaries items</u></b></p> <p>Details: N/A</p> <p><b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b></p> <p>Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item.</p> <p style="text-align: right;">TOTAL CARRIED TO SECTION SUMMARY</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	<div>R</div>

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	<p><b><u>C1 CONTRACT DRAWINGS</u></b></p> <p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the Principal Agent</p>	
102	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><b><u>C2 GENERAL PREAMBLES</u></b></p> <p>The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department of Public Work's web site (<a href="http://www.publicworks.gov.za/">http://www.publicworks.gov.za/</a> under "Consultants Guidelines"), and shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used.</p>	Item
103	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><b><u>C3 TRADE NAMES</u></b></p> <p>Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for.</p>	Item
104	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><b><u>C4 IMPORTED MATERIALS AND EQUIPMENT</u></b></p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable).</p>	Item
105	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><b><u>C5 VIEWING THE SITE IN SECURITY AREAS</u></b></p> <p>The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes.</p>	Item
106	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p>	Item
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	<p><b><u>C6 COMMENCEMENT OF WORK IN SECURITY AREAS</u></b></p> <p>As the works fall within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works . Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.</p>	
107	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>C7 ENTRANCE PERMITS TO SECURITY AREAS</u></b></p> <p>As the works fall within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer.</p>	Item
108	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>C8 SECURITY CHECK OF PERSONNEL</u></b></p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified. In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or any document or information relating to the works .</p>	Item
109	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>C9 PROHIBITION OF TAKING PHOTOGRAPHS</u></b></p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorised thereto by or on behalf of the Minister. The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959.</p>	Item
110	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>C10 HIV/AIDS AWARENESS</u></b></p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities / lump sum document . Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.</p>	Item
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	<p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p><b><u>C10.1 AWARENESS CHAMPION</u></b></p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification.</p>	
111	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><b><u>C10.2 AWARENESS WORKSHOPS</u></b></p> <p>Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification.</p>	Item
112	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><b><u>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</u></b></p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification.</p>	Item
113	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><b><u>C10.4 ACCESS TO CONDOMS</u></b></p> <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification.</p>	Item
114	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p> <p><b><u>C10.5 MONITORING</u></b></p> <p>Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification</p>	Item
115	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: _____ V: _____ T: _____</p>	Item
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	<p><b><u>C11 OCCUPATIONAL HEALTH AND SAFETY ACT</u></b></p> <p>The contractor shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study the Health and Safety Specification (Part C3.2 Project Health and Safety, Covid 19 Requirements as per Government Notice 479 dated 29 April 2020) that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document . The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance.</p> <p>The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p>	
116	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>C12 LABOUR - INTENSIVE METHODS AND REQUIREMENTS</u></b></p> <p>The Contractor's attention is drawn to the Labour - Intensive Methods and requirements incorporated in the Scope of Work C3. All requirements of the aforementioned are to be priced hereunder and no additional claims in this regard will be entertained.</p>	Item
117	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>C17 CONTRACTORS REPORT</u></b></p> <p>The Contractor is to price for all costs associated with complying with the Planning Specification described in 'Planning Specification' included in C3 of this tender document</p> <p>The Contractor is to price for all costs associated with compiling the monthly contractors report as described in 'Contractors Report' included in C3 of this tender document</p>	Item
118	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p> <p><b><u>C18 PLANNING SPECIFICATION</u></b></p> <p>The Contractor is to price for all costs associated with compiling the monthly planning specification included in C3 of this tender document</p>	Item
119	<p>Fixed:_____ Value related:_____ Time related:_____</p> <p>F: ..... V: ..... T: .....</p>	Item
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# **SECTION NO. 2**

## **PILING**

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<p style="text-align: center;"><b><u>SECTION NO. 2</u></b></p> <p style="text-align: center;"><b><u>PILING</u></b></p> <p style="text-align: center;"><b><u>Bill No. 1</u></b></p> <p style="text-align: center;"><b><u>PILING</u></b></p> <p><b><u>Key:</u></b>                      <b><u>Location Description:</u></b></p> <table><tr><td>I</td><td>Item Location (Auto)</td></tr><tr><td>BK03</td><td>BLOCK 03</td></tr><tr><td>BK04</td><td>BLOCK 04</td></tr><tr><td>BK05</td><td>BLOCK 05</td></tr><tr><td>BK06</td><td>BLOCK 06</td></tr><tr><td>BK07</td><td>BLOCK 07</td></tr><tr><td>BK08</td><td>BLOCK 08</td></tr><tr><td>BK01</td><td>BLOCK 01</td></tr></table> <p><b><u>PILING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Indemnity, guarantee and insurance:</u></b></p> <p>The contractor shall take full responsibility for piling work and shall guarantee that piling work will support the calculated loads laid down by the engineer without injurious settlement. The actual lengths of piles shall be determined on site by the contractor in consultation with the Engineer who will give all assistance possible. This does not in any way relieve the contractor of his responsibility or obligation to provide the specified guarantee.</p> <p>The contractor shall indemnify the employer against any injury to or death of any person and all loss or damage to all structures resulting from the failure of any pile. In the event of the failure of a pile the contractor shall make good such pile and all consequent damage at his own expense.</p> <p>The contractor shall guarantee that piling work is carried out in accordance with the their piling design and specification, based on the service loads supplied by the Engineer. The contractor shall submit with the tender the name and qualifications of the Engineer responsible for designing the pile depth . Such person shall be a registered professional in possession of a valid professional indemnity insurance of at least R3 000 000.00 (Three Milion Rand)</p> <p><b><u>Scope of work:</u></b></p> <p>The scope of work comprises the design, supply and installation of friction piles. See site layout and drawings listed in Part C6 and the Geotechnical Investigation with soil profiles issued in Part C3.5 of these Bill of Quantities in order to acquaint himself fully with the nature and scope of work.</p> <p style="text-align: right;">TOTAL CARRIED TO BILL SUMMARY</p> <p>Section No. 2 Bill No. 1 Piling</p>					I	Item Location (Auto)	BK03	BLOCK 03	BK04	BLOCK 04	BK05	BLOCK 05	BK06	BLOCK 06	BK07	BLOCK 07	BK08	BLOCK 08	BK01	BLOCK 01
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Item	Unit	Quantity	Rate	Amount
<p>The building platform is already excavated, filled, levelled and compacted to the required levels. Pile cap soffit levels will be supplied at the site handover.</p> <p>The contractor is to familiarise himself with the confined area in which the piling is to take place and take cognisance thereof when pricing.</p> <p>The contractor is required to ensure the work is carried out in a careful manner. A method statement of how the work is to be carried out is to be submitted and approved by the Engineer prior to commencing with the piling and lateral support.</p> <p>The contractor is to supply his own water for use on site.</p> <p>The contractor is to provide his own security.</p> <p><b><u>Classification of material:</u></b></p> <p>Hardrock shall mean granite , quartzitic sandstone or other rock of similar hardness , the removal of which would normally require drilling , wedging and splitting or the use of explosives.</p> <p>'Earth' shall mean all ground other than classified as 'hard rock' and shall include ,made up ground and any loose stones or pieces of concrete not exceeding 0.03m3 in volume and hard material the removal of which would normally require the use of pneumatic tools and includes hard shale , ferricite, compact oukclip and material of similar hardness.</p> <p><b><u>GUARANTEE AND INSURANCE</u></b></p> <p><b><u>Guarantee and insurance etc:</u></b></p> <p>1 Provision of the specified guarantees and insurance.</p> <p><b><u>ESTABLISHMENT</u></b></p> <p><b><u>Establishment:</u></b></p> <p>2 Transporting to and establishment on site of necessary plant for the execution of the work and removal thereof on completion.</p> <p>3 Setting up plant at pile cap positions.</p> <p>4 Setting up of pile positions by surveyor.</p> <p><b><u>PILES DESIGNED BY THE CONTACTOR</u></b></p> <p><b><u>Piles suitable for the following working loads etc including concrete, precast concrete, reinforcement, couplings, drilling, driving or boring, etc installed complete and disposal of surplus excavated material to a dumping site to be located by the contractor:</u></b></p> <p>5 Not exceeding 250kN.</p> <p>6 Exceeding 250kN and not exceeding 500kN.</p>				
	Item			
	Item			
	No	190		
	No	190		
	No	18		
	No	95		
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Item		Unit	Quantity	Rate	Amount
7	Exceeding 500kN and not exceeding 750kN.	No	44		
8	Exceeding 750kN and not exceeding 900kN.	No	33		
	<b><u>Extra over piling excavations for excavation in:</u></b>				
9	Hard rock.	m <sup>3</sup>	30		
	<b><u>EXPOSING PILES FOR INSPECTION</u></b>				
	<b><u>Exposing piles for inspection:</u></b>				
10	Exposing pile for inspection including excavation 5m to 10m deep in earth and backfilling compacted to 95% Mod AASHTO density.	Item			
	<b><u>TRIMMING ETC</u></b>				
	<b><u>Trimming etc:</u></b>				
	<b><u>Cutting off and removing excess length of precast concrete pile as necessary, including stripping back for a height not exceeding 200mm to expose reinforcement, trimming to defined level and bending reinforcement as necessary for casting into pile cap.</u></b>				
11	Not exceeding 250kN.	No	18		
12	Exceeding 250kN and not exceeding 500kN.	No	95		
13	Exceeding 500kN and not exceeding 750kN.	No	44		
14	Exceeding 750kN and not exceeding 900kN.	No	33		
	<b><u>TESTING</u></b>				
	<b><u>Testing:</u></b>				
15	Transporting and establishment on site of necessary testing plant for the execution of the work and removal thereof on completion.	Item			
16	Testing 250kN pile to a maximum load of 375kN.	No	1		
17	Testing 250kN to 500kN pile to a maximum load of 750kN.	No	5		
18	Testing 500kN to 750kN pile to a maximum load of 1125kN.	No	3		
19	Testing 750kN to 900kN pile to a maximum load of 1350kN.	No	2		
20	Integrity testing in-situ concrete pile.	No	10		
	<b><u>Test blocks:</u></b>				
21	Making and testing set of three 150 x 150mm concrete strength test cubes.	No	80		
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**SECTION NO. 3**

**OCCUPATIONAL HEALTH AND**

**SAFETY, COVID 19**

Item	Unit	Quantity	Rate	Amount
<p align="center"><b><u>SECTION NO. 3</u></b></p> <p align="center"><b><u>OCCUPATIONAL HEALTH AND SAFETY,</u></b></p> <p align="center"><b><u>COVID 19</u></b></p> <p align="center"><b><u>Bill No. 1</u></b></p> <p align="center"><b><u>OCCUPATIONAL HEALTH AND SAFETY,</u></b></p> <p align="center"><b><u>COVID 19</u></b></p>				
<b><u>TRADE PREAMBLES</u></b>				
<b><u>Trade Preambles:</u></b>				
For Trade Preambles refer to 'Specification of Materials and Methods' (PW371) for the full descriptions of material to be used and work to be done in this Bill.				
<b><u>OCCUPATIONAL HEALTH AND SAFETY</u></b>				
<b><u>Occupational Health &amp; Safety Obligations:</u></b>				
1	Item			Preparation of the Contractor's site specific Health and Safety Plan & Risk Assessment.
2	Item			Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations
<b><u>Provision of Personal Protective Equipment (PPE)</u></b>				
<b><u>Note: Tenderer to provide quantity for full component of staff for contract period:</u></b>				
3	Item			Reflective vests with visible marking of contractor and proof of induction.
4	Item			Hard hats.
5	Item			Protective foot wear.
6	Item			Earplugs.
7	Item			Dust masks.
8	Item			Gloves.
9	Item			Ear Defenders SABS approved.
10	Item			Overalls.
11	Months	3		Provision of a full time Construction Health and Safety Officer (SACPCMP Registered).
12				Cost of medical certificates and medical surveillance per employee
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Occupational Health And Safety, Covid 19				

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Item		Unit	Quantity	Rate	Amount
	Note: Tenderer to provide quantity for full component of staff for contract period.	Item			
13	Initial (baseline) medical examinations.	Item			
14	Temporary warning signs and symbols.	Item			
15	Periodic and exit examinations.	Item			
16	Induction training.	Item			
17	Provision of First Aid Boxes to GSR requirements.	Item			
18	Submission of a Health and Safety File in electronic format in a USB to the Pr CHSA	Item			
19	Adhoc: Any OHS related requirements not listed above.	Item			
	<b><u>Environmental:</u></b>				
20	Provide for adequate handling and storage of materials so as to minimize contamination of ground, air or water for a period of 3 months.	Item			
21	Provide for the adequate and safe collection and disposal of waste material from site by an approved metho for a period of 3 months.	Item			
22	Provide Facilities and Eating Area for workers.	Item			
23	Provide for rehabilitation on completion of site areas and temporary access routes not covered by construction or landscaping specifications.	Item			
24	Provide for stockpiling of topsoil for re-use.	Item			
25	Provide for a Responsible person to prepare and update Method Statements, conduct regular inspections, maintain records, and report to the Principal Agent.	Item			
	<b><u>COVID SPECIFICATIONS</u></b>				
	<b><u>Occupational Health &amp; Safety Obligations:</u></b>				
26	Update of the Contractor's site specific COVID-19 Health and Safety Plan.	Item			
27	Principal Contractor's initial obligations in respect of the COVID-19 Workplace Regulations and COVID-19 Construction Sector Regulations.	Item			
28	Principal Contractor's time related obligations in respect of the COVID-19 Workplace Regulations (Anticipated Period).	Months	3		
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Item		Unit	Quantity	Rate	Amount
	<b><u>COVID-19 Compliance Officer (In Addition to H&amp;S Officer):</u></b>				
29	Provision of a full time COVID-19 Compliance Officer (Anticipated Period).	Item			
	<b><u>Provision of Personal Protective Equipment (PPE):</u></b>				
30	Plastic face shield mask (quantity to be aligned with scaling in employment).	Item			
31	Disposable gloves (quantity to be aligned with scaling in employment).	Item			
32	Cloth face masks (quantity to be aligned with scaling in employment).	Item			
	<b><u>Cost of medical certificates and medical surveillance:</u></b>				
33	Initial (baseline) medical examinations (quantity to be aligned with risk assessment and scaling in employment).	Item			
34	Periodic and exit examinations (quantity to be aligned with risk assessment and scaling in employment).	Item			
	<b><u>Education &amp; Training:</u></b>				
35	Initial COVID-19 training (quantity to be aligned with risk assessment and scaling in employment).	Item			
36	Weekly COVID-19 toolbox talks.	Item			
	<b><u>Facilities and equipment:</u></b>				
37	Separate office (9m2) with windows and a door for use by COVID-19 Compliance Officer including electricity connection and supply.	Item			
38	Provision and upkeep of infrared hand-held thermometer.	Item			
	<b><u>Supply and fix COVID-19 signs:</u></b>				
39	Supply and fix COVID-19 signs.	No	4		
40	Adhoc: Any OHS related requirements not listed above.	Item			
41	Kiosk for Covid Screening Station Pre: site entry.	Item			
42	Social Distancing (400 x 400mm).	No	4		
43	Prevention Tips (297 x 420mm).	No	4		
	<b><u>Cleaning materials and Hand sanitizers:</u></b>				
44	Monthly disinfection of facilities.	Months	3		
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Item		Unit	Quantity	Rate	Amount
45	Supply and upkeep of hand sanitizer dispensers and consumables (paper towel).	Months	3		
46	List any extra COVID-19 requirements not mentioned above	Item			
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# **SECTION NO. 4**

# **SOCIO ECONOMIC DELIVERABLES**